CITY COUNCIL AGENDA REQUEST FORM

Today's date: __2__ / __28__ / __18__

Date of meeting __3__ / __7__ / __18__

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Sarah Lynds

Address: 1123 Lake Street Sandpoint, ID 83864

Phone number and email address: 208-263-3557 slynds@sandpointidaho.gov

Authorized by: Sarah Lynds   *Sarah Lynds*
               name of City official   *City official's signature*

(Department Heads, City Council members, and the Mayor are City officials.)

Subject: Renewal of BDS contract

Summary of what is being requested: To approve and authorize the Mayor to sign contract w/ Billing Document Services for the City's utility billing services. There are no changes to the contract pricing.

However, as in the past contracts we pay current postage rates and those tend to increase regularly.

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? **Yes or No** ☐ ☑

   If yes, in what way? _____

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

   N/A

   Have they been contacted? **Yes or No**

3. Is there a need for a general public information or public involvement plan? **Yes or No** ☐ ☑
   If yes, please specify and suggest a method to accomplish the plan: _____

4. Is an enforcement plan needed? **Yes or No** ☐ ☑   Additional funds needed? **Yes or No** ☐ ☑

5. Have all the affected departments been informed about this agenda item? **Yes or No** ☑ ☐

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

City of Sandpoint
Agenda Report

DATE: February 28, 2018

TO: MAYOR AND CITY COUNCIL

FROM: Director of Finance/Treasurer, Sarah Lynds

SUBJECT: Billing Document Specialist (BDS) Contract Renewal

DESCRIPTION/BACKGROUND: BDS had provided billing, mailing, payment and receipting services for the Finance Department with measurable cost savings. Services provided include the lowest postage rates possible, high quality printing, online and phone payments, lockbox with remote deposit and professional design work and when needed to update billings forms and inserts.

This agreement, as well as past agreements, is provided at the same cost without increase, except in actual postage cost due to increases by the US Postage Services.

STAFF RECOMMENDATION: Approve the renewal of the BDS contract.

ACTION: Council approval and authorization for the Mayor to sign the contract for services with Billing Document Specialists.

WILL THERE BE ANY FINANCIAL IMPACT? No, currently in the budget

HAS THE ITEM BEEN BUDGETED? Yes

ATTACHMENTS: Customer Service Agreement with attached pricing sheet for City of Sandpoint

No: 18-
Date: March 7, 2018

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: **BILLING DOCUMENT SPECIALISTS AGREEMENT RENEWAL**

WHEREAS: The City of Sandpoint has, for several years, contracted with Billing Document Specialists (BDS) for certain billing services;

WHEREAS: It is the recommendation of the City Treasurer that the City renew its agreement with BDS, for a term of January 1, 2018 to December 31, 2019, for utility billing services, including e-statements and electronic payment, lock box, and call campaign services; and

WHEREAS: The cost of these services is included within the current City budget.

NOW, THEREFORE, BE IT RESOLVED THAT: The Customer Service Agreement between the City of Sandpoint and Billing Document Specialists, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is approved, and the Mayor is authorized to execute this agreement on behalf of the City.

_____
Shelby Rognstad, Mayor

ATTEST:

_____
Maree Peck, City Clerk

City Council Members:

		YES	NO	ABSTAIN	ABSENT
1.	Eddy				
2.	Aitken				
3.	Williamson				
4.	Ruehle				
5.	Aispuro				
6.	Darling				

BDS

BILLING DOCUMENT SPECIALISTS

915 Main Street
Suite 1000
Caldwell, ID 83605

Local: 208.459.3611
Toll Free: 800.627.3283
Fax: 208.459.3680

Email: info@billingdoc.com

CUSTOMER SERVICE AGREEMENT
with

City of Sandpoint

THIS AGREEMENT is made by and between BILLING DOCUMENT SPECIALISTS, hereafter referred to as BDS, located at 915 Main Street, Suite 300, Caldwell, Idaho 83605, a corporation organized under the laws of the State of Idaho, and the City of Sandpoint, hereafter referred to as CLIENT. This agreement shall be subject to the following outlined, terms and conditions:

Summary of Services:
Statement Processing,
Payment Services,
LockBox Services,
Attached pricing & scope of services

Terms:

Custom forms will be invoiced to the Client upon receipt of inventory

Client agrees to pay BDS within _30 days of invoicing. BDS will have the right to withhold any processing while there is an unpaid delinquent balance.

See addendums for additional optional services.

Liability:
In the event that any information processed on behalf of Client by BDS is not accurate, and such inaccuracy causes the processed data to be unacceptable as a finished product, BDS will re-process such data at no additional charge, and no other liability is implied. It is expressly understood and agreed that BDS shall not be liable or responsible for any damages resulting in the delay in the processing of data or resulting from any unacceptable finished product processed by BDS. BDS's liability hereunder shall be limited to the additional cost it incurs in re-process the mishandled data. BDS makes no other warranty expressed or implied for its services hereunder.

BDS ✉ ➚

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Indemnification. BDS shall indemnify and save and hold harmless Client from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by BDS, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Client or its employees.

Independent Contractor: In all matters pertaining to this agreement, BDS shall be acting as an independent contractor, and neither BDS nor any officer, employee or agent of BDS will be deemed an employee of Client. The selection and designation of the personnel of the Client in the performance of this agreement shall be made by the Client.

Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

Assignment: It is expressly agreed and understood by the parties hereto, that BDS shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CLIENT.

Discrimination Prohibited: In performing the Services required herein, BDS shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.

Reports and Information: At such times and in such forms as the Client may require, there shall be furnished to the Client such statements, records, reports, data and information as the Client may request pertaining to matters covered by this Agreement.

Confidentiality... Confidentiality of client information is very important to BDS. All data files are the property of the client and BDS, nor any of its affiliates, will sell or give access without client approval.

Audits and Inspections. At any time during normal business hours and as often as the Client may deem necessary, there shall be made available to the Client for examination all of BDS's records with respect to all matters covered by this Agreement.

Compliance with Laws. In performing the scope of services required hereunder, BDS shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

BDS

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Changes. The Client may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of BDS's compensation, which are mutually agreed upon by and between the CLIENT and BDS, shall be incorporated in written amendments to this Agreement.

Termination. If, through any cause, BDS, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the Client Council determines that termination of this Agreement is in the best interest of Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to BDS of such termination and specifying the effective date thereof at least Ninety **(90)** days before the effective date of such termination. BDS may terminate this agreement at any time by giving at least Ninety **(90)** days notice to Client.

In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by BDS under this Agreement shall, at the option of the Client, become its property, and BDS shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

Approval Required. This Agreement shall not become effective or binding until approved by BDS and the Client.

Governing Law and Forum:
This Agreement will be governed by the laws of the State of Idaho, and constitutes the complete and exclusive statement of this Agreement between the parties which supersedes all proposals, written or oral, and all other communications between the parties related to the subject of this Agreement. The parties agree that all state court legal matters shall be commenced and litigated in Canyon County, Idaho, and all federal court matters shall be commenced and litigated in Boise, Idaho. Each party hereby waives any right to bring a cause of action in any other venue, court or geographic location

Term of Contract:
The term of this agreement shall be Jan 1, 2018 to December 31, 2019. At the end of this period, the agreement may be renewed with reviews by both parties. The signatures below indicate acceptance of the agreement.

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Statement Processing _____(initial)

Online Services to include E Statements _____(initial)

OTC Payment Services_____(initial)

Lock Box Services _____(initial)

IVR Phone Payment Services _____ (Initial)

Indemnify and Hold Harmless. The client hereby agrees to indemnify and hold harmless BDS, and its successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the use of the IVR system of telephone messages. The client acknowledges and agrees that BDS does not review or edit the IVR system messages and specifically indemnifies and holds harmless BDS from any unauthorized use of the IVR system.

Acceptance for:

City of Sandpoint

_____
Signature

Date _____

Please Type or Print Authorizing Party Name

_____

Acceptance for:

Billing Document Specialists

_____
Signature

Date Feb 28, 2018

BUY
IDAHO

PRODUCTS & SERVICES
Good for you, Good for Idaho.

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PAYMENT SERVICES		
		Description
CLIENT CAN SELECT EACH SERVICE LISTED BELOW		
THAT MEETS THEIR SPECIFIC NEEDS.		
ON LINE PAYMENT PROCESSING		
Web interface Set up	$500.00	Custom Branding of the On-line web page Including standard recurring payments Includes customer history, set up for E Statement, Re-Occuring, Add multiple accounts, credit card or check payments
Monthly Maintenance	$75.00	Web site maintenance includes minor page modifications i.e. contract information / disclaimer messages etc. Import files including text reports.
E Statements		
E Statements Set Up	$250.00	
E Statement processing	$0.25	per e statement sent, BDS will set up a data base of all customers signed up to receive E Statements, pull the print file so that no paper statement is mailed and attach any "inserts" pdf images to the statement image so that all customers receive special notices.
Monthly Maintenance	$25.00	If included with other online services, E Statements Only $50.00
Set Up Import Data File	$0.00	This charge would only apply if BDS does not process the
Import Client Data File	$0.00	Print & Mail file to enable BDS to have Customer validation data for the reports and import file to the Clients software
Over the Counter Credit Card Payments		
Set up	$200.00	BDS would provide a web based page to post over the counter/ Front
Card Scanner	$75.00	Desk credit card payments. In the event that the current Client
Monthly Maintenance	$25.00	software does not include a credit card interface this service allows the client to enter the account number/numbers, totals appear on the screen personnel can edit the amounts to pay, scan the presented credit card , all data is read from the card and the payment is processed and all import and reports in the same manner as on-line payments.
Programming		
Special Programming per hour	$125.00	BDS has never charged for minor changes, in the event of a complete file format revision, new software vendor or other major customization or special requests not specified .
IVR		
Inbound Set up with Credit Card Payments	$150.00	

IVR Automated phone payments Inbound (VPS) Per call for balances and messaging without payment transactions	$0.25	BDS will program a dedicated phone number for Client's customers to call to check balances, leave messages and or make credit card payments. This is a touch and voice activated system. Import files and posting of payment to the Admin Web Site details by customer search and reporting the same as all other payment services.
Per call payment transaction	$1.50	Some Client are passing on the per transaction fee to the customers, BDS advised the user that the fee will apply and totals the amount due. The fees are separated from the payments in the import file so that only the amount due is post to the account.
Call Campaign Manager (CCM) Outbound Set up Monthly Minimum Per outbound call	$35.00 $5.00 $0.10	Client uploads a WAV file via the Admin Website & a list of phone numbers Client sets the date and times for the calls to be placed. No responses are requested from the receiptant of the call. A report is generated for total numbers, spoke to a human, voice message, no answers or hand ups.
Shutoff Reminder System (SRS) Outbound Set Up Monthly Minimum Per outbound Call	$35.00 $5.00 $0.15	Client submits a data file with shutoff data, account numbers, names, balances and phone numbers. To comply with the Red Flag regulations the script will ask for confirmation that the person is in fact the name or names on the account. Upon confirmation the data from the file will be put into the proper places in the script include amount due. Then allow the option to make a phone payment, at which time all (VPS) services apply

Merchant Fees

Point & Pay Processor conv fees paid by Conusmer
Credit Card payments 3.0 % with a Min of 2.00
E check Flat Fee of 3.00 with a return check fee of $2.50